Mortgagee's address: c/o-Wade Byars, Jr., Route 6, Greenville, S. C. 29607

MORTGAGE OF REAL ESTATE BY, A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA (1) 4 34 (1) COUNTY OF GREENVILLE (2)

MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, PARAMOUNT DEVELOPERS, INC.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto GENEVA B. JONES, J. D. BYARS, EDORA B. JONES FREEMAN, WADE M. BYARS, JR. AND RALPH J. BROWN, JR.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Hundred Thirty-Seven Thousand and Fifty Dollars

NOTICE (\$ 337,050.00) due and payable in five (5) equal annual installments of Sixty-Seven Thousand, Four Hundred Ten Dollars (\$67,410.00), commencing February 24, 1979 and continuing on the same date of each succeeding year until paid in full,

with interest thereon from

date

at the rate of eight (8%)per centum per annum, to be paid: annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

ALL that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina containing 22.47 acres on the southern side of Woodruff Road, being shown and designated on a plat entitled Property of W. M. Byars Estate dated February 5, 1978 by Freeland & Associates recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6 M Page 18 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Woodruff Road near the intersection of said road with Old Sulphur Springs Road at the eastern front corner of property now or formerly of D. O. Jones and W. W. Bridwell and running thence with the southern side of said Woodruff Road, S. 83-41 E. 439.78 feet to an iron pin at the corner of property now or formerly of J. D. Byars; thence leaving Woodruff Road and running with the line of said property now or formerly of J. D. Byars, S. 19-36 W. 178.11 feet to an iron pin and thence S. 77-16 E. 257.30 feet to an iron pin in the line of property now or formerly of Drexel, Inc.; thence with the line of property now or formerly of Drexel, Inc., S. 15-35 W. 9.61 feet to an iron pin; thence S. 20-05 W. 140.70 feet to an iron pin; thence S. 20-03 W. 315.84 feet to an iron pin; thence S. 23-46 W. 188.26 feet to an iron pin; thence S. 37-13 W. 257.99 feet to an iron pin; thence S. 14-40 W. 485.73 feet to an iron pin; thence leaving the line of property now or formerly of Drexel, Inc. and running with the line of property now or formerly of J. E. Styles, N. 47-05 W. 716.53 feet to an iron pin and N. 46-35 W. 20.10 feet to an iron pin at the corner of property now or formerly of Wade Byars, Jr.; thence with the line of said property now or formerly of Wade Byars, Jr., N. 30-51 E. 148.52 feet to an iron pin and thence N. 49-24 W. 168.42 feet to an iron pin on the eastern side of Old Sulphur Springs Road; thence along the eastern side of said Old Sulphur Springs Road, N. 21-17 E. 737.20 feet to an iron pin at the corner of property now or formerly of D. O. Jones and W. W. Bridwell; thence with the line of said property now or formerly of D. O. Jones and W. W. Bridwell, S. 81-28 E. 156.23 feet and thence N. 19-17 E. 165.08 feet to an iron pin on the southern side of the Woodruff Road, the point of beginning.

The property hereinabove described is the same conveyed to the mortgagor herein by deed of the mortgagees herein of even date and recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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